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against public policy. The case is rightly decided both upon principle and authority. *Holden* v. *City of Alton* (1899), 179 Ill. 318, 53 N. E. 556; *Fiske* v. *People* (1900), 188 Ill. 206, 58 N. E. 985, 52 L. R. A. 291; *Adams* v. *Brennan* (1898), 177 Ill. 194, 52 N. E. 314, 42 L. R. A. 718, 69 Am. St. 222; *City of Atlanta* v. *Stein* (1900), 111 Ga. 789, 36 S. E. 932, 51 L. R. A. 335; *People* v. *Gillson* (1888), 109 N. Y. 389, 17 N. E. 343, 4 Am. St. 465; COOLEY, CONS. LIM. (6th ed.) 481; 1 DILL. MUN. CORP. (4th ed.) sec. 322. In allowing the recovery of the plaintiff's bill the court held that the provision of the advertisement calling for the union label could be ignored altogether, and that the awarding of the contract, as in this case, to the lowest bidder, was binding upon the city.

CONSTITUTIONAL LAW—VESTED RIGHTS—ALIMONY.—A judgment of divorce a vinculo had been granted and alimony fixed at $4000 per year. Acting under chapter 724 of the Laws of 1900, an order was entered by the court reducing the alimony. The law of 1900 was passed subsequent to the original decree, and enacted that "in divorce proceedings the defendant is to provide suitably for the education and maintenance of the children of the marriage, and for the support of the plaintiff—At any time after the final decree, whether hereafter or heretofore rendered, the court may amend, vary or modify such direction." *Held*, that the act was unconstitutional. *Livingston* v. *Livingston* (1903), — N. Y. —, 66 N. E. Rep. 123.

The court held the right to alimony was a vested right, and the legislature was powerless to divest the defendant of this property right by subsequent legislation. Few cases have been adjudicated involving the exact point in controversy here. Some states regard alimony as a portion of the husband's estate, made by the decrees to vest in the wife. II BISHOP, MARRIAGE AND DIVORCE, § 1061; *Miller* v. *Clark*, 23 Ind. 370. However, the contrary view appears to have the weight of reason, and finds support in the following decisions: — *Noyes* v. *Hubbard*, 64 Vt. 302, 15 L. R. A. 394; *Kempster* v. *Evans*, 81 Wis. 247, 15 L. R.A. 391; *Barber* v. *Barber*, 2 Pinn. 297, 62 U. S. 21 How. 582; *Lyon* v. *Lyon*, 21 Conn. 185; *Chase* v. *Ingalls*, 97 Mass. 524; *Bacon* v. *Bacon*, 43 Wis. 197. The authorities are agreed, that unless the court reserves the right to make changes in the decree, it becomes final after the term in which it is passed upon:—*Smith* v. *Smith*, 45 Ala. 264; *Howell* v. *Howell*, 104 Cal. 45; *Mitchell* v. *Mitchell*, 20 Kan. 665; *Stratton* v. *Stratton*, 73 Me. 481; *Kamp* v. *Kamp*, 59 N. Y. 212; *Fries* v. *Fries*, I McArthur (D. C.) 291; *Lockridge* v. *Lockridge*, 3 Dana (Ky.) 28. However in a decree of divorce a mensa et thoro, allowance made the wife as a permanent alimony, may be increased or diminished subsequent to the original decree. *Bauman* v. *Bauman*, 18 Ark. 320, 68 Am. Dec. 171; *Wheeler* v. *Wheeler*, 18 Ill. 39; *Miller* v. *Miller*, 6 Johns. Ch. (N. Y.) 90.

CONTRACT—RESCISSION AS AFFECTING RIGHTS OF A STRANGER TO THE CONSIDERATION.—Lands were sold to defendant by his mother, the consideration being a bond conditioned for her support secured by a mortgage upon the premises. It was provided in the bond that if the grantee should sell the land he should pay specified sums to his mother and a younger brother, respectively. Defendant sold the property, settled the mother's claim, and she cancelled the bond and released the mortgage. The second son had been in entire ignorance of the provision for his benefit, it having been in the nature of a contingent gift from his mother. Upon learning of it he brings this action to foreclose, notwithstanding the settlement between his mother and brother, and the release and cancellation of the mortgage. *Held*, that plaintiff has a good cause of action. *Tweeddale* v. *Tweeddale* (1903), — Wis. —, 93 N. W. Rep. 440.

It was found, as a matter of law, that plaintiff's right to the sum named in the bond became a vested interest upon the sale of the property, and was entirely unaffected by the attempted rescission of the contract by his mother. Her release of the mortgage was, therefore, inoperative as to plaintiff's interest. That the provision for plaintiff was without consideration, that he knew nothing about it, and had never assented to it prior to the attempted rescission, was held to be immaterial. The court truly says that "there is as much confusion in the judicial holdings in respect to this matter as on any question of law that can be mentioned." However, when all of the elements are considered, it is believed that no case has gone further in protecting the third person than does this one. The rule is firmly established in the English courts, that where one person contracts with a second to pay a third person a sum of money, such third person cannot maintain an action on the promise. *Tweddle* v. *Atkinson*, 1 B. & S. 393, 30 L. J. Q. B. 265; *Price* v. *Easton*, 4 B. & Ad. 433; *Melhado* v. *Ry.*, L. R. 9 C. P. 503; BEACH CONTRACTS, sec. 197; POLLOCK, CONTRACTS, *p. 200; PARSONS, CONTRACTS, VIII. ed., p. 483, *p. 467. And in the absence of trust relation, the English rule in equity is the same. *In re Rotheram Alum Co.*, 25 Ch. D. 103; POLLOCK, CONTRACTS, *p. 202; ANSON, CONTRACTS, *p. 215. The English rule has been followed in many American cases, and is established in a number of states. *Exch. Bank* v. *Rice*, 107 Mass. 37; *Adams* v. *Kuehn*, 119 Pa. St. 76, 13 Atl. 184; *Treat* v. *Stanton*, 14 Conn. 445; *Halsted* v. *Francis*, 31 Mich. 113; *Wilbur* v. *Wilbur*, 17 R. I. 295; *Nat'l Bank* v. *Grand Lodge*, 98 U. S. 123; BEACH, CONTRACTS, sec. 197. The prevailing rule in America is that the third party may maintain an action on a promise made to another for his benefit. *Lawrence* v. *Fox*, 20 N. Y. 268; *Bay* v. *Williams*, 112 Ill. 91, 54 Am. Rep. 209; *Hare* v. *Murphy*, 45 Neb. 809, 64 N. W. 211, 29 L. R. A. 851; *Coleman* v. *Whiting*, 62 Vt. 123; *Hendrick* v. *Lindsay*, 93 U. S. 143; PARSON, CONTRACTS, *p. 467. The tendency of the courts that follow the English rule is to create exceptions under which the third party may sue, while those which follow the American rule seem inclined to recede from their advanced position. *Garnsey* v. *Rogers*, 47 N. Y. 233; *Lorillard* v. *Clark*, 122 N. Y. 498; *Nat'l Bank* v. *Grand Lodge*, 98 U. S. 123; BEACH, CONTRACTS, sec. 199. Many courts which follow the liberal American rule have held that a rescission of the contract by the immediate parties, before the third party has expressed his assent, cuts off his rights. *Thorp* v. *Keokuk Coal Co.*, 48 N. Y. 253; *Trimble* v. *Strother*, 25 Ohio St. 378; *Brewer* v. *Maurer*, 38 Ohio St. 543, 43 Am. Rep. 436; *Crowell* v. *St. Barnabas*, 27 N. J. Eq. 650; *Putnam* v. *Farnham*, 27 Wis. 187, 9 Am. Rep. 459; *Taylor* v. *Ingersoll* (1903), — Colo. App. —, 71 Pac. 398. Contra:—*Pruitt* v. *Pruitt*, 91 Ind. 595; *Bay* v. *Williams* (*supra*); *Hare* v. *Murphy* (*supra*); *Enos* v. *Sanger*, 96 Wis. 150, 79 N. W. 1069, 37 L. R. A. 862, 65 Am. St. Rep. 38.

CONTRACT—PUBLIC POLICY—AGREEMENT TO ASSIST ATTORNEY TO SECURE CLIENTS.—Plaintiff contracted to assist defendant, an attorney at law, in securing clients, and in "looking after and procuring proper and legitimate witnesses" to be used in his cases. In return, plaintiff was to receive a share of the fees paid by clients secured through his efforts. Action on the contract. *Held*, that plaintiff cannot recover. *Langdon* v. *Conlin* (1903), — Neb. —, 93 N. W. Rep. 389.

The court finds from the statutes governing the practice of the law, that it is the policy of the state to secure a high standard of professional ethics. The contract in question, being contrary to such policy, is void. This is essentially the line of reasoning adopted by the supreme court of California in *Alpers* v. *Hunt*, 86 Cal. 78, 24 Pac. 846, 9 L. R. A. 483, 21 Am. St. Rep. 17.